

## THIRD DIVISION

[ G.R. No. 161188, June 13, 2008 ]

**HEIRS OF PURISIMA NALA, REPRESENTED BY THEIR ATTORNEY-  
IN-FACT EFEGENIA DIGNA DUYAN, PETITIONERS, VS. ARTEMIO  
CABANSAG, RESPONDENT.**

### D E C I S I O N

**AUSTRIA-MARTINEZ, J.:**

This is a petition for review under Rule 45 of the Rules of Court assailing the Court of Appeals (CA) Decision<sup>[1]</sup> dated December 19, 2002 and Resolution<sup>[2]</sup> dated October 28, 2003, dismissing petitioners' appeal and affirming with modification the Regional Trial Court (RTC) Decision dated August 10, 1994 rendered in Civil Case No. Q-91-10541.

The facts of the case are as follows:

Artemio Cabansag (respondent) filed Civil Case No. Q-91-10541 for damages in October 1991. According to respondent, he bought a 50-square meter property from spouses Eugenio Gomez, Jr. and Felisa Duyan Gomez on July 23, 1990. Said property is part of a 400-square meter lot registered in the name of the Gomez spouses. In October 1991, he received a demand letter from Atty. Alexander del Prado (Atty. Del Prado), in behalf of Purisima Nala (Nala), asking for the payment of rentals from 1987 to 1991 until he leaves the premises, as said property is owned by Nala, failing which criminal and civil actions will be filed against him. Another demand letter was sent on May 14, 1991. Because of such demands, respondent suffered damages and was constrained to file the case against Nala and Atty. Del Prado.<sup>[3]</sup>

Atty. Del Prado claimed that he sent the demand letters in good faith and that he was merely acting in behalf of his client, Nala, who disputed respondent's claim of ownership. Nala alleged that said property is part of an 800-square meter property owned by her late husband, Eulogio Duyan, which was subsequently divided into two parts. The 400-square meter property was conveyed to spouses Gomez in a fictitious deed of sale, with the agreement that it will be merely held by them in trust for the Duyan's children. Said property is covered by Transfer Certificate of Title (TCT) No. 281115 in the name of spouses Gomez. Nala also claimed that respondent is only renting the property which he occupies.<sup>[4]</sup>

After trial, the RTC of Quezon City, Branch 93, rendered its Decision on August 10, 1994, in favor of respondent. The dispositive portion of the Decision provides:

WHEREFORE, premises considered, by preponderance of evidence, the Court finds in favor of the plaintiff and hereby orders the defendants, jointly and severally, to pay plaintiff the following:

1. P150,000.00 by way of moral damages;
2. P30,000.00 by way of exemplary damages;
3. P20,000.00 as and for reasonable attorney's fees and other litigation expenses; and
4. to pay the costs.

SO ORDERED.<sup>[5]</sup>

Nala and Atty. Del Prado appealed to the CA. The herein assailed CA Decision dated December 19, 2002 affirmed the RTC Decision with modification, thus:

WHEREFORE, premises considered, the instant appeal is hereby DISMISSED. The assailed decision of the Regional Trial Court, Branch 93, Quezon City, in Civil Case No. Q-91-10541 is heretofore AFFIRMED with MODIFICATION. Defendants-appellants are ordered to pay, jointly and severally, plaintiff-appellee the amount of P30,000.00 by way of moral damages. It is further ordered to pay him exemplary damages in the amount of P10,000.00 and P10,000.00, attorney's fees.

SO ORDERED.<sup>[6]</sup>

In affirming the RTC Decision, the CA took note of the Decision dated September 5, 1994 rendered by the RTC of Quezon City, Branch 80, dismissing Civil Case No. 91-8821, an action for reconveyance of real property and cancellation of TCT No. 281115 with damages, filed by Nala against spouses Gomez.<sup>[7]</sup>

Hence, herein petition by the heirs of Nala (petitioners)<sup>[8]</sup> with the following assignment of errors:

- a) Respondent Court of Appeals erred in not considering the right of Purisima Nala to assert her rights and interest over the property.
- b) Respondent Court of Appeals erred in not considering the Decision rendered by the Court of Appeals in the case for reconveyance which upheld the rights and interest of Purisima Nala and her children over a certain parcel of land, a portion of which is subject of the present case.
- c) Respondent Court of Appeals erred in awarding damages and attorney's fees without any basis.<sup>[9]</sup>

Atty. Del Prado filed a motion for extension of time to file his separate petition but it was denied by the Court per its Resolution dated January 19, 2004 issued in G.R. No. 160829.

Petitioners argue that their predecessor-in-interest had every right to protect and assert her interests over the property. Nala had no knowledge that the property was sold by spouses Gomez to respondent when the demand letters were sent. What she was aware of was the fact that spouses Gomez were managing the rentals